

Elmsett & Aldham Village Hall Booking Agreement

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By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the hall (see clause 17).

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Elmsett & Aldham Village Hall ("the Village Hall") for the hire of Elmsett & Aldham Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

1 Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force.

2 Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient responsible adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses (this includes 2 competent adults responsible for assisting people entering and leaving the venue).

3 Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for: -

- Being familiar with, and complying with, the guides provided for the use of the Village Hall
- Ensuring that the Premises are kept secure for the duration of the hire

- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
- Ensuring that paint work (particularly on the walls) is not damaged when putting up decorations, posters etc. Decorations can be attached to the Picture rails using drawing pins, but they must not be attached to the walls i.e. Sellotape, blue-tac must not be used
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels.

4 Fire Regulations

The Hirer shall:

- Familiarise themselves with the Fire Plan and ensure that the plan is followed
- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that all exit doors are unlocked, that the push-bar mechanisms are tested and in good working order
- Keep escape routes free from obstruction
- Keep all fire doors closed and not wedged or propped open
- Familiarise themselves with the location and operation of the fire extinguishers
- Familiarise themselves with the location and operation of the break-glass fire alarms
- Ensure that there is no obvious fire hazard in or near the building and that there is no combustible storage in any area of the hall.
- Ensure that the Fire Service is called to any outbreak of fire, however slight, and details given to the Village Hall Trustee responsible for fire safety.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- The Evacuation Meeting Place is at the corner of the Car Park furthest from the hall on the playing area. No person may re-enter the Hall without the permission of the Fire Service.

- At the end of the hiring check that there are no fire hazards, for example smouldering fires or cigarettes left burning within or in close proximity to the hall
- Ensure that the oven and hob are turned off
- Ensure that all electrical appliances are turned off and unplugged

5 Use of Premises

The Hirer shall not: -

- sub-let or use the Premises for any purpose other than that described in their Booking Application
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises
- allow smoking in the Premises, in the patio area or in the vicinity of the entrances.

6 Car Parking

Vehicles are parked at owner's risk, and may be parked only on the tarmacked area. The space at the main door of the hall is reserved for emergency vehicle use, but may be used temporarily for unloading.

7 Premises Licence and other relevant legislation

The Hirer is responsible for:

- conforming to the terms of the Premises Licence granted to the Village Hall, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music). The bar should close at 11.00 pm
- The Hirer shall also pay to the Village Hall such fees as are required for a licence to sell alcohol at an event (for use of the bar). Alcohol may not be served to any person under the age of 18 years, or any person who is intoxicated.
- Plastic containers must be used for events involving licenced activities in the outside activities of the premises.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- Noise should be kept low after 11.00 pm and all music must stop by 11.30 pm (except New Year's Eve).
- The Hirer shall ensure that the users:
 - do not contravene the law relating to gaming, betting, and lotteries
 - comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.
- A breach of this condition may lead to prosecution by the local authority.
- The capacity for the Main Hall is 175 standing and 150 seated
- Elmsett & Aldham Village Hall does NOT have a TV Licence. As such, attendees are not permitted to watch on-line TV (e.g. iPlayer ...) on their mobile device unless they have a TV Licence at their home address.

8 Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper

persons have access to children or vulnerable adults.

Child Protection Policies are the responsibility of the Hirer.

If the attendees to an event are mostly under 16, there should be 1 responsible adult /25 children.

9 Indemnity (This clause only refers to: daily users, e.g., play groups; Businesses; Political hiring's [e.g., polling station])

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer
- as directed by the Village Hall, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents

10 Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

11 Accidents, Injuries and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible, and complete the relevant section in the Village Hall's Accident Book

There is a first-aid box which can be found in the kitchen

Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible.

12 Stored equipment

The Village Hall may provide storage space for regular users.

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

13 No alterations

No alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Village Hall, remain in the Premises at the end of the hiring and become the property of the Village Hall or be removed by the Hirer. The Hirer must make good to

the satisfaction of the Village Hall any damage caused to the Premises by such removal.

14 Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Village Hall reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation.

The Village Hall reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

15 Cancellation by the Hirer

If the Hirer cancels booking one month before the event a full refund will be made, if within 1 month if the hall cannot rehire then the fee will not be refunded.

16 Cancellation by the Village Hall

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Village Hall shall not be liable for any resulting direct or indirect loss or damages whatsoever.

17 Acceptance

These Terms and Conditions, including the attached Fire Plan, will have been made available to the Hirer at the time of making the booking. By proceeding with the booking, the Hirer is deemed to have accepted these terms and conditions.

ELMSETT & ALDHAM VILLAGE HALL FIRE PLAN

Elmsett & Aldham Village Hall is an old building and therefore although safe does not have all the modern features of a 21st century building.. As

such, fire safety measures have been integrated into the building in order to reduce the risk of a fire to as low as is reasonably practicable. In addition, the Village Hall Trustees have put in place measures to reduce risks further by setting out instructions in the use of the hall, or parts of the hall, which users are to follow. A risk assessment has been conducted and will be reviewed at least annually to ensure that the risk of a fire starting has been mitigated.

Measures that have been put in place to reduce risk from fire include:

- An installed fire alarm system that is checked regularly
- Appropriately positioned and suitable fire extinguishers that are checked and tested regularly in accordance with current fire safety regulations
- The use of flame-retardant furniture and soft furnishings
- Emergency exits
- Emergency lighting
- Instructions on minimising the storage and placement of flammable materials

ACTION TO BE TAKEN IN THE EVENT OF A FIRE

1. Raise the alarm by shouting "Fire, Fire, Fire"
2. Break the glass on the nearest, safest fire alarm point
3. Get people away from the fire and evacuate the hall through the nearest emergency exit
4. Call the fire service by dialling 999
5. After evacuating the hall, assemble at the Assembly Point, which is at the corner of the car park furthest from the hall
6. The location of the Village Hall is: The Street. Elmsett, IP7 6PA
 - For SatNav use: IP76PA
 - "what3words" address is "///headsets.childcare.groom"